



State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

CHANGE ORDER**Dispatch via Print****Children, Youth & Family Dept**P.O. DRAWER 5160
SANTA FE NM 87501
United States**Vendor:** 0000054450
THE UNIVERSITY OF NEW MEXICO
HLTH SCIENCES CTR/CONTROLLERS
MSC09 5225 1 UNIVERSITY OF NM
ALBUQUERQUE NM 87131-0001

Purchase Order 69000-0000049616	Date 09/24/2015	Revision 1 - 09/24/2015	Page 1
Payment Terms Pay Now	Freight Terms FOB Destination	Ship Via Best Way	
Buyer IRENE PATTERSON	Phone		

Ship To: P.O. DRAWER 5160-YFS-DIRECTORS OFFICE
SANTA FE NM 87502
United States**Bill To:** P.O. DRAWER 5160
SANTA FE NM 87501
United States**Origin:** EXE **ExclExcl #:** 13-1-98A

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	Provide evaluation for compliance with Comm. of Care Exp grant FY16 Fed 15-690-18298		1.00	EA	154,201.85	154,201.85	09/24/2015

69000-06702-6050000000-535300- -006425- -116-50000

Schedule Total 154,201.85

Contract ID: 0000000000000000000018298 Contract Line: 0 Release: 2

Item Total 154,201.85**Total PO Amount** 154,201.85

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

Authorized Signature

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT- PURCHASING DIVISION
TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

SPD-101A (07/92)

1. GENERAL: When the State Purchasing Agent issues a purchase document in response to the Vendors bid, a binding contract is created.
2. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process, and then only to the extent, if any, specified elsewhere in this order.
3. ASSIGNMENT:
 - A: Neither the order, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B below or as expressly authorized in writing by the STATE PURCHASING AGENTS OFFICE. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - B: Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. STATE FURNISHED PROPERTY: State furnished property shall be returned to the state upon request in the same condition as received except for ordinary wear, tear, and modifications ordered hereunder.
5. DISCOUNTS: Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.
6. INSPECTION: Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed, at the Vendors risk and expense, promptly after notice of rejection.
7. INSPECTION OF PLANT: The State Purchasing Agent may inspect, at any reasonable time, the part of the contractors, or any subcontractors plant or place of business, which is related to the performance of this contract.
8. COMMERCIAL WARRANTY: The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other cause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.
9. TAXES: The unit price shall exclude all State taxes.
10. PACKING, SHIPPING AND INVOICING:
 - A: The States purchase document number and the Vendors name, users name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipment. The users count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - B: The Vendors invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - C: Invoices must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.
11. DEFAULT: The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendors default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include, but are not restricted to, acts of God or of the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
12. NON-COLLUSION: In signing this bid, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this proposal submitted to the State Purchasing Agent.
13. NON-DISCRIMINATION: Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of that Act, Rev., 1979.
14. THE PROCUREMENT CODE: Sections 13-1-28 through 13-1-199 NMSA 1978 imposes civil and criminal penalties for its violation.
In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
15. All bid items are to be NEW and most current production, unless otherwise specified.
16. PAYMENT FOR PURCHASES: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in section 13-14158 NMSA 1978.
17. WORKERS COMPENSATION: The Contractor agrees to comply with state laws and rules pertaining to workers compensation benefits for its employees. If the Contractor fails to comply with Workers Compensation Act and applicable rules when required to do so, this (Agreement) may be terminated by the contracting agency.
18. PAY EQUITY RECORDING: The Contractor agrees to comply with New Mexico Pay Equity reporting requirements as detailed in Executive Order 2009-049 Implementation Guidance available at <http://www.generalservices.state.nm.us/spd/guidance.pdf>

STATE OF NEW MEXICO

CHILDREN, YOUTH AND FAMILIES DEPARTMENT

AGREEMENT

SAMHSA-COC Expansion

AMENDMENT NUMBER ONE

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **CHILDREN, YOUTH AND FAMILIES DEPARTMENT (CYFD)**, hereinafter referred to as the “Agency” and **REGENTS OF THE UNIVERSITY OF NEW MEXICO** For its public operation known as the **HEALTH SCIENCES CENTER**, specifically for the School of Medicine, Department of Psychiatry and Behavioral Health Sciences, Community Behavioral Health (“CBH”) hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Agency.

PURPOSE OF AMENDMENT

1. Replace **Attachment 2 Budget** executed March 19, 2015 with a revised **Attachment 2 Budget** to reflect decrease of \$6,788.85 for FY 15 and an increase of \$6,788.85 for FY16

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED AGREEMENT ARE AMENDED AS FOLLOWS:

Page One (1) Article III, “Limitation of Cost” is hereby amended to read as follows:

1. Revise **Article III “Limitation of Cost”**, to decrease the total amount of the monies payable to the Contractor by a reduction of **\$6,788.85** for FY15 and increase of **\$6,788.85** for FY 16 for a revised contractual total of **\$586,606.00**
2. Replace **Attachment 2 Budget** executed March 19, 2015 with a revised **Attachment 2 Budget** to reflect decrease of \$6,788.85 for FY 15 and an increase of \$6,788.85 for FY16


Page One (1) Article IV “Payment” is hereby amended to read as follows:

1. **Article IV “Payment”** executed on March 19, 2015 is hereby amended to reflect revised **Attachment 2 Budget**

All other articles of this Agreement remain the same.

IN WITNESS WHEREOF, the Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by the Agency Secretary or Designee.

CONTRACTOR: The Regents of the University of New Mexico for the Health Science Center



Kristin Gates
Director of Finance, School of Medicine

Date: 9/10/15



Associate University Counsel
HSC Office of University Counsel

Date: 9/08/15


Children, Youth and Families Department



Monique Jacobson, CYFD Cabinet Secretary or Designee

Date: 9/24/15

Approved as to legal form and sufficiency.



CYFD Legal Counsel

Date: 8/17/15

Attachment 2 – Budget
Regents of the University of New Mexico
Health Science Center
Center for Rural and Community Behavioral Health

Data Collection and Performance Measures	SFY'15	SFY'16	SFY'17	SFY'18	SFY'19
Salaries	\$54,075.58	\$82,074.00	\$81,226.00	\$80,574.00	\$20,452.00
Benefits	\$19,782.54	\$25,378.00	\$25,672.00	\$25,985.00	\$6,609.00
Travel	\$2,152.89	\$6,146.00	\$3,146.00	\$3,146.00	\$817.00
Supplies	\$3,216.00	\$4,473.42	\$2,002.00	\$1,926.00	\$478.00
Other (Rent, Phone, IT Connectivity)	\$2,812.00	\$4,311.00	\$4,138.00	\$3,980.00	\$988.00
Total Direct Charges	\$82,039.01	\$122,382.42	\$116,184.00	\$115,611.00	\$29,344.00
Indirect Charges (x26%)	\$21,330.14	\$31,819.43	\$30,208.00	\$30,059.00	\$7,629.00
TOTAL	\$103,369.15	\$154,201.85	\$146,392.00	\$145,670.00	\$36,973.00

Total SFY'15 – October 1, 2014 – June 30, 2015

Federal Funds - Community of Care Expansion Grant: \$103,369.15

Total SFY'16 July 1, 2015 – June 30, 2016

Federal Funds - Community of Care Expansion Grant: \$154,201.85

Total SFY'17 July 1, 2016 – June 30, 2017

Federal Funds - Community of Care Expansion Grant: \$146,392.00

Total SFY'18 July 1, 2017 – June 30, 2018

Federal Funds - Community of Care Expansion Grant: \$145,670.00

Total SFY'19 July 1, 2018 – September 30, 2018

Federal Funds - Community of Care Expansion Grant: \$36,973.00

**TOTAL CONTRACTOR COMPENSATION
FOR ENTIRETY OF CONTRACT:**

\$586,606.00

CYFD approves reimbursement with actual receipts rather than per diem rate for all contract related travel, whether in-state or out-of-state.

Federal Funding Source

Grant Name: Community of Care Expansion Grant
Grant Number: 1 U79 SM061648-01
Grant CDFA #: 93-104
Grant Award Year: 2014